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DIGEST OF OTHER RECENT VIRGINIA DECISIONS.**Supreme Court of Appeals.**

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

LYNCH *v.* O'BRIEN et al.

Sept. 11, 1913.

[79 S. E. 389.]

1. Bills and Notes (§ 301*)—Liability of Indorser—Release.—Where, after the holder of a note, without the consent of an indorser, surrendered certain collateral security, the note was subsequently renewed from time to time, the indorser, who repeatedly renewed his indorsement with knowledge of the facts, waived his defense to the note based on such surrender, and estopped himself to assert such a defense.

[Ed. Note.—For other cases, see Bills and Notes, Cent. Dig. §§ 706-721; Dec. Dig. § 301.* 2 Va.-W. Va. Enc. Dig. 481.]

2. Evidence (§ 441*)—Parol Evidence to Vary Writing.—An indorsement of a renewal note could not be varied or contradicted by proof of a contemporaneous parol agreement that the indorser should not be liable thereon, because of the holder's surrender of collateral security pledged for the payment of the original note.

[Ed. Note.—For other cases, see Evidence, Cent. Dig. §§ 1719, 1723-1763, 1765-1845, 2030-2047; Dec. Dig. § 441.* 10 Va.-W. Va. Enc. Dig. 710; 15 Va.-W. Va. Enc. Dig. 766.]

Appeal from Law and Chancery Court of City of Roanoke.

Suit by J. W. Lynch against E. F. O'Brien and others. Decree for defendants, and plaintiff appeals. Affirmed.

Thos. W. Miller and Jackson & Henson, all of Roanoke, for appellant.

A. E. King, of Roanoke, for appellees.

HONAKER *v.* SHRADER.

Sept. 11, 1913.

[79 S. E. 391.]

1. Appeal and Error (§ 1002*)—Review—Questions of Fact.—In ejectment involving the location of a disputed boundary, the jury's

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.